

ALVORD AND ALVORD

ATTORNEYS AT LAW

1600 K STREET, NW

SUITE 200

WASHINGTON, D.C.

20006-2973

(202) 393-2266

FAX (202) 393-2156

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

December 27, 2000

RECORDATION NO.

6690-KKKKKKKK
FILED

DEC 27 '00

3-07 PM

SURFACE TRANSPORTATION BOARD
URBAN A. LESTER

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Re: Amtrak Trust HS-EDC-2

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Termination and Release of Lien dated as of December 15, 2000, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Security Agreement which was previously filed with the Commission under Recordation Number 6690-MMMM.

The names and addresses of the parties to the enclosed document are:

Federal Railroad Administration
400 Seventh Street, S.W.
Washington, D.C. 20590

National Railroad Passenger Corporation
60 Massachusetts Avenue, N.E.
Washington, D.C. 20002

Amtrak Trust HS-EDC-2
c/o Wilmington Trust Company
1100 North Market Street
Wilmington, Delaware 19801

TERMINATION AND RELEASE OF LIEN

(AMTRAK TRUST HS-EDC-2)

DEC 27 '00

3-07 PM

SURFACE TRANSPORTATION BOARD

THIS TERMINATION AND RELEASE OF LIEN (AMTRAK TRUST HS-EDC-2) dated as of December 15, 2000 (this "*Agreement*"), is among the Administrator of the Federal Railroad Administration of the United States Department of Transportation (the "*Administrator*"), acting (unless otherwise specified herein) on behalf of and as the delegate of the Secretary of the Department of Transportation (the "*Secretary*"), the National Railroad Passenger Corporation ("*Amtrak*") and AMTRAK TRUST HS-EDC-2, a Delaware business trust (the "*Trust*"), all of the activities of which shall be conducted by Wilmington Trust Company, a Delaware banking corporation, not in its individual capacity but solely as trustee for the Trust (the "*Owner Trustee*", which term, unless the context otherwise requires, shall include the Trust).

WHEREAS, pursuant to a Security Agreement dated October 5, 1983, between the Administrator and Amtrak (the "*FRA Security Agreement*"), Amtrak assigned to the Administrator all of its right, title and interest to certain rolling stock, including rolling stock acquired after the date of the FRA Security Agreement, subject to the terms and provisions of the FRA Security Agreement;

WHEREAS, as set forth in that certain Participation Agreement (AMTRAK TRUST HS-EDC-2) dated as of December 15, 2000, among Amtrak, Owner Participant named therein, Export Development Corporation, as Loan Participant, Allfirst Bank, not in its individual capacity but solely as Indenture Trustee, AMTRAK TRUST HS-EDC-2, a Delaware business trust (the "*Trust*"), all of the activities of which shall be conducted by Wilmington Trust Company, a Delaware banking corporation not in its individual capacity but solely as trustee for the Trust ("*Owner Trustee*", which term unless the context otherwise requires, includes the Trust), and Wilmington Trust Company, a Delaware banking corporation, in its individual capacity only to the extent expressly provided therein (as amended, supplemented or otherwise modified from time to time, the "*Participation Agreement*"), Amtrak will, with respect to the units of rolling stock identified in Schedule I hereto (together with any replacements and substitutes therefor, the "*Equipment*"), sell, transfer and assign all of its right, title and interest in and to the Equipment and the French Leasehold Interest pursuant to the Assignment (Cession), to Owner Trustee and will leaseback such Equipment from Owner Trustee pursuant to that certain Lease of Railroad Equipment (AMTRAK TRUST HS-EDC-2) dated as of December 15, 2000, between Amtrak and Owner Trustee;

NOW, THEREFORE, in order to induce, and in consideration of, Owner Trustee entering into the transactions contemplated by the Participation Agreement, the parties hereto agree as follows:

1. All right, title and interest of the Administrator in and to the Equipment (including the French Leasehold Interest) is hereby terminated and released.
2. The Administrator represents and warrants that (a) neither the execution nor delivery of this Agreement nor fulfillment nor compliance with the terms and provisions hereof will conflict with, or result in a breach of the terms, conditions or provisions of, or

constitute a default under, any agreement or instrument to which it, the Secretary or the United States Government is now subject, (b) this Agreement constitutes the legal, valid and binding obligation and contract of the Administrator and the Secretary, enforceable against the Administrator and the Secretary in accordance with its terms, and (c) she has full authority to terminate and release all of its right, title and interest in and to the Equipment.

3. This Agreement may be amended only by an agreement in writing signed by the parties hereto and shall specifically refer to itself as an amendment thereto. This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and assigns.

4. Nothing in this Agreement affects any priority which may be claimed by Owner Trustee by operation of law including, but not limited to, title 49 U.S.C. § 11301, the Uniform Commercial Code, and other applicable state and federal law.

5. Amtrak hereby consents and agrees to the terms of the foregoing.

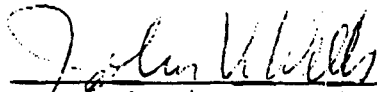
6. Owner Trustee represents and warrants that the entering into and the performance of the terms of this Agreement are within its corporate powers and have been duly authorized by all necessary corporate actions, and are not in violation of any law, statute, regulation or decree.

7. Capitalized terms and phrases used and not otherwise defined herein shall for all purposes of this Agreement have the respective meanings specified therefor in Annex A to the Participation Agreement.

[signature pages follow on next page]

IN WITNESS WHEREOF, the undersigned duly authorized officers of the parties hereto have executed this Agreement.

FEDERAL RAILROAD ADMINISTRATION

By: 
Name: John V. Wells
Title: Acting Administrator

NATIONAL RAILROAD PASSENGER
CORPORATION

By: _____
Name:
Title:

AMTRAK TRUST HS-EDC-2

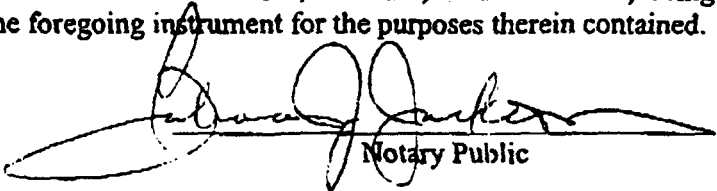
By: Wilmington Trust Company, not in its
individual capacity, but solely as Owner
Trustee

By: _____
Name:
Title:

DISTRICT OF)

COLUMBIA) ss
)

On this 21st day of December, 2000, before me personally appeared John V. Wells, to me personally known, who being by me duly sworn, says that he/she is the Acting Administrator of the FEDERAL RAILROAD ADMINISTRATION, who acknowledged himself/herself to be a duly authorized officer of the FEDERAL RAILROAD ADMINISTRATION, and that, as such officer, being authorized to do so, he/she executed the foregoing instrument for the purposes therein contained.


Notary Public

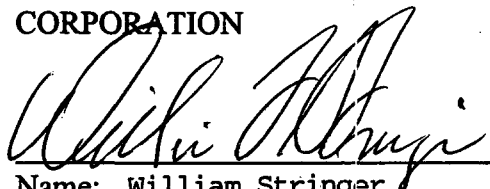
My Commission Expires: October 31, 2004

IN WITNESS WHEREOF, the undersigned duly authorized officers of the parties
hereto have executed this Agreement.

FEDERAL RAILROAD ADMINISTRATION

By: _____
Name:
Title:

NATIONAL RAILROAD PASSENGER
CORPORATION

By:  _____
Name: William Stringer
Title: Acting Treasurer

AMTRAK TRUST HS-EDC-2

By: Wilmington Trust Company, not in its
individual capacity, but solely as Owner
Trustee

By: _____
Name:
Title:

DISTRICT OF

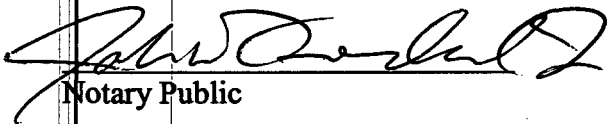
)

) ss

COLUMBIA

)

On this 13th day of December, 2000, before me personally appeared Wm. Stringer, to me personally known, who being by me duly sworn, says that he/she is the ACTING TREASURER of NATIONAL RAILROAD PASSENGER CORPORATION, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Notary Public

My Commission Expires: 2-14-05

IN WITNESS WHEREOF, the undersigned duly authorized officers of the parties hereto have executed this Agreement.

FEDERAL RAILROAD ADMINISTRATION

By: _____
Name:
Title:

NATIONAL RAILROAD PASSENGER
CORPORATION

By: _____
Name:
Title:

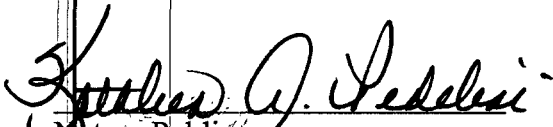
AMTRAK TRUST HS-EDC-2

By: Wilmington Trust Company, not in its
individual capacity, but solely as Owner
Trustee

By: _____
Name: **PATRICIA A. EVANS**
Title: **Senior Financial Services Officer**

STATE OF DELAWARE)
) ss
COUNTY OF NEW CASTLE)

On this 12th day of December, 2000, before me personally appeared **PATRICIA A. EVANS**, to me personally known, who being by me duly sworn, says that he/she is the Senior Financial Services Officer of WILMINGTON TRUST COMPANY, that said instrument was signed on behalf of said Wilmington Trust Company, as trustee on behalf of AMTRAK TRUST HS-EDC-2 by authority of Wilmington Trust Company's Board of Directors, and he/she acknowledges that the execution of the foregoing instrument was the free act and deed of said Wilmington Trust Company.


Notary Public

KATHLEEN A. PEDELINI
NOTARY PUBLIC-DELAWARE

My Commission Expires: Oct. 31, 2002

SCHEDULE I TO TERMINATION
AND RELEASE OF LIEN

SCHEDULE 1

(AMTRAK TRUST HS-EDC-2)

DESCRIPTION OF UNITS-LOCOMOTIVE

<u>Equipment Type</u>	<u>Amtrak Equipment Numbers</u>
One (1) Dual Cab, High Horsepower Electric Locomotive:	
Locomotive	AMTK 663

CERTIFICATION

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached document with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: _____

12/27/00



Robert W. Alvord